

R-1006
-0386
RESOLUTION AUTHORIZING THE EXECUTION AND
DELIVERY OF AGREEMENT BETWEEN TOWNSHIP
OF GLOUCESTER AND GLOUCESTER TOWNSHIP
NEGOTIATING COMMITTEE "GTNC" (PATROLMEN UNIT)
FOR THE YEAR 1977.

BE IT RESOLVED by the Township Council of the Township
of Gloucester, County of Camden, State of New Jersey that the
Agreement between the Township of Gloucester and the Gloucester
Township Negotiating Committee "GTNC" Patrolmen Unit for the
year 1977 be and is hereby approved and accepted and the
appropriate officials be and are hereby authorized to execute
and deliver same.

Adopted: February 4, 1977


MAYOR

ATTEST:


TOWNSHIP CLERK

I hereby certify that the foregoing is a true copy of
an Resolution adopted by the Township Council of the Township
of Gloucester at a meeting held on February 4, 1977.



DO NOT
CIRCULATE

Psa

P A T R O L M E N ' S U N I T

THIS AGREEMENT made and entered into at the Township of Gloucester, County of Camden, New Jersey, this 1st day of JANUARY, 1977, by and between the Township Council on behalf of the Township of Gloucester, hereinafter referred to as "Council" and the Gloucester Township Negotiating Committee, hereinafter referred to as the "GTNC".

WITNESSETH:

WHEREAS, the Council and the GTNC recognize and declare that providing quality police protection for the Township is their mutual aim; and

WHEREAS, the Township Council and the Township Manager retain the basic decision making powers over fiscal and management questions, although they are willing to consult with employee representatives on employee oriented matters; and

WHEREAS, the Patrolmen of the police force are particularly qualified to advise the formulation and policies and programs designed to improve the standards of police protection; and

WHEREAS, the Township has obligation, pursuant to Chapter 303, Public Laws 1968 to negotiate with the GTNC as the representative of employees hereinafter designated with respect to the terms and conditions of employment; and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this AGREEMENT.

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I: LEGAL REFERENCE

Nothing contained in this AGREEMENT shall alter the authority conferred by Law, Ordinance, Resolution of Administrative Code and Police Department Rules and Regulations upon any Township Official or in any way abridge or reduce such authority. This AGREEMENT shall be construed as requiring Township Officials to follow the terms contained herein, to the extent that they are applicable in the exercise conferred upon them by Law.

Nothing contained herein shall be construed to deny or restrict to any policeman such rights as he may have under any other applicable Laws and Regulations. The rights granted to policemen hereunder shall be deemed to be in addition to those provided elsewhere.

ARTICLE II: RECOGNITION

The Township hereby recognizes the GTNC as the sole and exclusive representative of the Patrolmen of the Police Department for the purpose of collective negotiations with respect to terms and conditions of employment.

ARTICLE III: POLICEMAN'S RIGHTS

Pursuant to Chapter 303, Public Laws 1968, the Township hereby agrees that every Patrolman shall have the right freely to organize, join and support the GTNC and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under color of Law of the State of New Jersey, the Township undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any policeman in the enjoyments of any rights conferred by Chapter 303,

Public Laws 1968 or other Laws of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any policeman with respect to hours, wages or any terms or conditions of employment by reason of his membership in the GTNC and its affiliates, his participation in any activities of the GTNC and its affiliates, collective negotiations with the Township or his institution of any grievance, complaint or proceeding under this AGREEMENT or otherwise with respect to any terms or conditions of employment.

Representatives of the GTNC shall be permitted time off to attend negotiating sessions, provided the efficiency of the Department is not affected thereby.

A police officer shall have the right to inspect his personnel file on reasonable notice and at reasonable times provided a designated superior officer is present at the time of inspection.

The Township agrees to notify the individual police officer if any material discriminatory to the police officer is placed in his personnel jacket.

ARTICLE IV: MANAGEMENT RIGHTS

Except to the extent expressly modified by a specific provision of this AGREEMENT the Township of Gloucester reserves the right and retains solely and exclusively all of its statutory and Common Law rights to manage this operation of the Police Department of the Township of Gloucester, New Jersey, as such rights existed prior to the execution of this or any other previous AGREEMENT with the GTNC. The sole and exclusive rights of the Township of Gloucester, New Jersey, which are not abridged by this AGREEMENT, shall include but are not limited to, its rights to determine the existence or non-existence of facts which are the basis of the Township Police Department and/or Management decision, to establish or continue policies, practices

or procedures for the citizens of the Township of Gloucester, and, from time to time, to change or abolish such practices or procedures; to the right to determine and from time to time redetermine the number, locations and relocation and types of its officers and employees or to discontinue any performance by officers or employees of the Township of Gloucester; to determine the number of hours per day or week any operation of the Police Department may be carried on; to select and determine the number and types of officers required; to assign such work to such officers in accordance with the requirements determined by the Department of Police and Township Manager; to establish training programs and upgrading requirements for officers and/or employees within the Department to establish and change work schedules and assignments; to transfer, promote or demote officers or employees for just cause, or to layoff, terminate or otherwise relieve officers and/or employees from duty for lack of work or other legitimate reasons; to determine the facts of lack of work; to continue, alter, make and enforce reasonable rules for the maintenance of discipline; to suspend, discharge or otherwise take such measures as the Township Manager may determine to be necessary for the orderly and efficient operation of the Department of Police for the Township of Gloucester, New Jersey, provided, however, nothing herein shall prevent an officer from presenting his grievance for the alleged violation of any article or specific term of this AGREEMENT.

ARTICLE V: SICK LEAVE

Sick Leave means absence from duty of a member of the Police Department because of personal illness by reason of which such member is unable to perform the usual duties of his position because of exposure to contagious

disease or other illness. Each member of the Police Department covered by this contract shall be granted the following number of sick days with pay:

- (a) For 1977 - (21) twenty-one days, (2) two of which may be taken as personal business days and noted as such on members' personnel record upon approval of the Director of Public Safety.

P. Said sick leave shall be cumulative from year to year, and commencing on January 1, 1974, said member shall receive upon retirement, the sum of Twenty (\$20.00) Dollars for each unused sick day cumulated from the aforesaid date of retirement.

If said member is unable to perform his duties by reason of illness as proved to the satisfaction of the Director of Public Safety and has used all his sick time, vacation time and other time due him, he shall be continued on the Township Blue Cross-Blue Shield Program until he shall return to duty unless his service for the Township is otherwise terminated. In the event said member shall have no sick leave, either allowable or cumulative, and is granted leave for personal business, he shall receive no compensation for such leave.

ARTICLE VI: DISABILITY LEAVE WITH PAY

A member who is disabled by injury incurred in the performance of his duty or by illness as a direct result of or arising out of his employment may, on the recommendation of the Chief of the Department to the Township Manager, be granted leave of absence with full pay and benefits, for a period not to exceed one (1) year, provided that said disability or illness

was a direct result of or arising out of his employment and is certified as such by a physician designated by the Township. The Director of Public Safety shall require evidence in the form of a Physician's certificate from such physician as to the original and continued disability of such member as a result of injuries sustained in the line of duty or illness as a direct result of or arising out of his employment.

Any temporary disability payments from Workmen's Compensation Insurance received by the employee shall be credited toward the pay referred to above.

ARTICLE VII: LIABILITY AND FALSE ARREST INSURANCE

The Township agrees to cover all members of the Department with false arrest and liability insurance in the amount of Two Hundred Fifty Thousand (\$250,000) Dollars - Five Hundred Thousand (\$500,000) Dollars. In addition, whenever an officer or member of the police department or force is a defendant in any action or legal proceeding arising out of or incidental to the performance of his duties, the governing body of the municipality shall provide said member or officer with necessary means for the defense of such action or proceeding, but not for his defense in a disciplinary hearing instituted against him by the municipality or in a criminal proceeding instituted as a result of a complaint on behalf of the municipality. If any such disciplinary or criminal proceeding instituted by or on complaint of the municipality shall be dismissed or finally determined in favor of the member or officer, he shall be reimbursed for the expense of his defense.

ARTICLE VIII: CLOTHING ALLOWANCE

The Township shall provide uniforms to all Patrolmen not otherwise permanently assigned as Detectives on the basis of need or replacement as determined by the Director of Public Safety. All Patrolmen covered by this AGREEMENT assigned as Detectives shall receive, in lieu of uniforms, a clothing allowance in the sum of Four Hundred (\$400.00) Dollars for the year of 1977.

ARTICLE IX: FUNERAL LEAVE

A regular full time employee who is excused from work because of death in his immediate family, as defined below, shall be paid his regular rate of pay for the scheduled working hours missed during the first seventy-two (72) hours following death of family member. Not more than eight (8) hours per day or twenty four (24) hours for any period will be paid under the provisions of this section. Time off with pay as provided in this section is intended to be used for the purpose of handling necessary arrangements and attendance at the funeral of the deceased member of the family. Immediate family is defined to mean parents, children, spouse, brother or sister, father-in-law and mother-in-law, as well as grandmother or grandfather if members of the employee's household. Special cases will be referred to the Director of Public Safety.

ARTICLE X: RULES AND REGULATIONS

The Township Manager shall and may establish and enforce binding rules and regulations in connection with the operation of the Police Department and maintenance of discipline, provided such rules and regulations are not in conflict with the provisions of this AGREEMENT. Copies shall be furnished to the Association. It is understood that application of this AGREEMENT shall not in any way hamper enforcement of the Departmental rules and regulations.

It is understood that all employees shall comply with all rules and regulations of the Department, and order of directives issued by the Director of Public Safety or his designee, from time to time. Employees shall promptly and efficiently execute the instructions and orders of superior officers.

If an employee or employees believe a rule, regulation, instruction or order of an officer or other superior is unreasonable, or unjust, the employee or employees shall comply with the rule, regulation, order or instruction, but with the further provision that such employee or employees may regard the rule, regulation, order or instruction as a grievance which shall be handled in accordance with the grievance procedure set forth in ARTICLE XVII of this contract.

In the event that an employee or employees shall refuse to comply with the rule, or regulation, or shall refuse to execute promptly and efficiently an instruction or order of a superior officer, appropriate action shall be within the province of the superior officer within the framework of Department rules and regulations, subject only to the right of employee to file grievance.

ARTICLE XI: NON-DISCRIMINATION

The parties hereto agree that neither shall discriminate against any employee because of his member or non-membership in the PBA or FOP or his participation in activities herein prescribed, nor discriminate against any member of the PBA or FOP for any action involving his management duties on behalf of the Department of Police, Township of Gloucester, New Jersey.

ARTICLE XII: HOSPITALIZATION

The Township agrees to provide Blue Cross-Blue Shield or an independant hospitalization policy containing similar benefits as well as major medical insurance for the employee and his dependants.

ARTICLE XIII: BAN ON STRIKES

It is recognized that the prevention of crime, the preservation of law and order, and protection of life and property is the responsibility of members of the Police Department, and it is further recognized that the need for continued and uninterrupted operation of the Police Department is of paramount importance to the citizens of the community; therefore, there shall be no interference with such operation.

Adequate procedures having been provided for the equitable settlement of grievances arising out of this AGREEMENT parties hereto agree that there shall not be and that the GTNC, it's officers, members, agents or principals will not engage in, encourage, sanction or suggest strikes, slowdowns, mass resignations, mass absenteeism, or other suspension of or interference with normal work performance.

ARTICLE XIV: EMBODIMENT OF AGREEMENT

This document constitutes the sole and complete agreement between the parties as to the terms and conditions set forth herein. The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject which is (or may be) subject to collective bargaining.

The Township agrees that all benefits, terms and conditions of employment and past practices relating to the status of the employees covered by this

AGREEMENT shall be maintained at not less than the highest standards in effect at the time of the commencement of collective bargaining leading to the execution of this AGREEMENT.

The Township shall perform no act which will conflict with the terms of this AGREEMENT.

ARTICLE XV: MISCELLANEOUS

If any provisions of this AGREEMENT or any application of this AGREEMENT to any employee or group of employees is held to be contrary to Law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by Law, but all other provisions or applications shall continue in full force and effect.

The provisions of this AGREEMENT shall be subject to and subordinated to and shall not annul or modify existing applicable provisions of State and Local Laws except as such particular provisions of this contract modify existing local laws.

ARTICLE XVI: PROMOTIONS

The Township agrees that promotions shall be made in accordance with Civil Service Rules and Regulations. It further agrees not to discriminate on promotions because of religion, race, creed, politics or age.

ARTICLE XVII: GRIEVANCES

The intent of the parties to this AGREEMENT is that the procedures hereinafter set forth shall serve as a means of peaceful settlement of all disputes that may arise between the parties as to the meaning or application of provisions of this AGREEMENT.

It is further understood that suspension, demotion and discharge shall be made in accordance with Township Ordinance 0 - 73 - 1 known as the Administrative Code, State Statute, and Civil Service. In the event such actions are sustained, the aggrieved individual shall possess all rights of appeal as an individual pursuant to Civil Service as provided by Law. A disciplinary proceeding shall not be subject to the grievance procedure.

STEP 1

As to grievances, the aggrieved employee shall present the grievance orally or in writing to his immediate superior. The grievance must be presented within five (5) working days of its occurrence or knowledge of its occurrence. The Superior will give his verbal answer or written answer within three (3) working days of the date of presentation of the grievance.

STEP 2

If the grievance is not settled in STEP 1, it shall be reduced to writing and presented through the chain of command to the level that would have control over the grievance. The Director of Public Safety should be included in the decision. The grievance shall be prepared in detail and be dated. That level will reply to the grievance in writing within five (5) working days of the date of the presentation of the written grievance. The aggrieved employee may be represented by Council in presenting his grievance.

STEP 3

If the grievance is not settled in STEP 2, the written grievance shall be presented to the Township Manager within five (5) working days after the response is given. The Township Manager, after a grievance hearing at which the employee shall have the right to have his representative present, will reply to the grievance in writing within seven (7) days of the date of the presentation of the written grievance (Saturday, Sunday and Holidays excluded).

ARTICLE XVIII: JOINT GTNC MANAGEMENT COMMITTEE

A committee consisting of the Township Manager and the GTNC shall be established for the purpose of reviewing the administration of this AGREEMENT and to resolve problems that may arise. Said committee will meet when necessary and required. These meetings are not intended to bypass the grievance procedure or to be considered contract negotiation meetings.

The purpose and intent of such meeting is to foster good employment relations through communications between the Township and the GTNC on such matters as:

- (a) Discussing questions arising over the interpretation and application of this AGREEMENT.
- (b) Disseminating general information of interest to the parties.
- (c) Giving GTNC representative the opportunity to express their views or to make suggestions on subjects of interest to employees of the bargaining unit.
- (d) To notify the employees in the bargaining unit of changes in non-bargainable conditions of employment contemplated by management.
- (e) The promotion of education and training.
- (f) The elimination of waste and the conservation of materials and supplies.
- (g) The improvement of working conditions, the safeguarding of health and prevention of hazards to life and property and the strengthening of the morale of the employees.

ARTICLE XIX: FLEXIBILITY OF ASSIGNMENT

Employees, regardless of regular assignments, may be reassigned to perform any duty related to their profession as police officers, including any duties connected with:

- (a) Prevention and detection of crime;
- (b) Enforcement of Laws and Ordinances;
- (c) Protection of life and property;
- (d) Arrest of violators of the Law;
- (e) Direction of traffic;
- (f) regulation of non-criminal behavior of the citizenry; and
- (g) Preservation of the peace.

An exception to specific duties can be made where employees are on the medical "Limited Duty" list and cannot perform the said duties.

The Township and the GTNC acknowledge that a policeman's primary responsibility is to perform police duties and his energies shall be utilized fully to this and except in case of emergencies or special circumstances.

ARTICLE XX: VACATIONS

The members of the Police Department covered by this AGREEMENT shall be entitled to the following vacation leave:

A. For the year 1977

- 1. After six months up to one year of service, one (1) working day per month of service.
- 2. From one year up to and including the fourth year of service thirteen (13) working days.
- 3. From the fifth year up to and including the ninth year of service - sixteen (16) working days.
- 4. From the tenth year up to and including the fourteenth year of service - twenty-two (22) working days.
- 5. From the fifteenth year of service to retirement - twenty-seven (27) working days.

ARTICLE XXI: HOLIDAYS

The following fifteen (15) days shall be observed as normal holidays during 1977: New Year's Day; Martin Luther King's Day; Lincoln's Birthday; Washington's Birthday; Good Friday; Law Day (May1); Memorial Day; Independence Day; Labor Day; Columbus Day; General Election Day; Veteran's Day; Thanksgiving Day; Friday after Thanksgiving; Christmas Day.

Compensation for holidays shall be as follows;

A. If a holiday falls or is included in a scheduled shift and the Patrolman actually works on that holiday, he shall receive straight time pay for said holiday, and in addition thereto, he shall receive on December 1st of that year, one additional day's pay for working said holiday.

B. If a holiday falls or is included in a scheduled shift and the Patrolman does not work on that holiday, he shall only receive straight time pay for that holiday but no additional day's pay on December 1st of that year.

C. If a holiday falls or is included on a normal day off, the Patrolman shall receive on December 1st of that year, one day's pay for such holiday.

D. If a Patrolman is on a Duty Related Injury and that period of time falls on a holiday, he will receive one day's pay for said holiday on December 1st of that year for said holiday.

E. If a Patrolman is on sick leave and that period of time falls on a holiday, he will be charged for the sick day but will receive one day's pay on December 1st of that year for said holiday provided that period of sick time totals three (3) working days and he returns to work with a Doctor's Certificate.

ARTICLE XXII: HOURS OF EMPLOYMENT

The normal work week of a policeman shall consist of five (5) days of eight (8) hours each. The exact hours for particular employees shall be established by the Director of Public Safety and approved by the Township Manager.

A. Regular overtime, provided the same is approved by the Director of Public Safety, shall be compensated at the rate of time and one-half of hourly earnings.

B. For Court appearances required while off-duty before the Grand Jury, Superior, County and Juvenile Courts in criminal matters, compensation shall be paid therefore at the rate of time and one-half of hourly earnings the minimum compensation for such appearances shall be for the first four (4) hours, thereafter on a per hour basis at the aforesaid rate.

C. For Municipal Court appearances required while off-duty, where the policeman is unable to schedule such appearance during his regular work shift or where the matter has been postponed or is otherwise continued and deferred by the Court, not at the request of the policeman, to a time when the policeman is otherwise off-duty, compensation at the rate of ten (\$10.00) Dollars, shall be paid for the appearance. All policemen shall schedule their appearance before the Municipal Court during their regular work shift, if possible; and no compensation shall be paid for matters which might have been scheduled during a policeman's regular shift unless good cause exists approved by the Director of Public Safety.

D. Off-duty attendance at Board of Education and Township functions and functions of other organizations such as athletic contests, dances, etc., overtime shall be paid at the rate of seven (\$7.00) Dollars per hour or straight time hourly earnings, whichever is higher.

In the assignment of overtime required by the Board of Education and Township functions, the Township shall distribute such overtime fairly and equitably and, wherever and whenever feasible and practicable, shall assign such overtime on a seniority basis with adequate advance notice.

In assignment of Board of Education and Township functions, the Township will continue its present policy of first seeking volunteers for the functions, before assigning employees. If there are no volunteers for the functions, the Township shall assign employees to the functions, but in no event shall the Township assign an employee to the functions who is on his day off except in extremely emergent circumstances.

ARTICLE XXIII: DENTAL PLAN

The Township shall provide a Dental Plan under the North American Plan for employees covered under this AGREEMENT and his dependants beginning on January 1, 1977.

ARTICLE XXIV: RATE DIFFERENTIALS

A. Patrolmen and Patrolmen Assigned to the Detective Division:

for the year of 1977, there shall be a minimum of 4.2% annual salary differential between the normal rate of salary of a Patrolman and the rate of salary said Patrolman shall receive when permanently assigned to the Detective Division.

ARTICLE XXV: SHIFT DIFFERENTIALS

The Township shall not pay any shift differential compensation so long as the police department is operating on a rotating shift basis; however, if administration policy changes and permanent shifts are established, then the following shift differential compensation shall be applicable:

A. For the 8:00 A.M. to 4:00 P.M. shift, the normal rate of compensation shall be paid;

B. For the 4:00 PM to 12:00 AM shift, in addition to the normal

rate of compensation, there shall be a shift differential of 4% of the normal rate of compensation paid.

C. For the 12:00 A.M. to 8:00 A.M. shift, in addition to the normal rate of compensation, there shall be a shift differential of 9% of the normal rate of compensation paid.

ARTICLE XXVI: COLLEGE CREDITS

On December 1st of each year, the Township shall pay to a Patrolman as additional compensation the sum of Ten (\$10.00) Dollars per credit per year for each minimum block of five (5) college credits possessed by said Patrolman for undertaking, completing and satisfactorily passing college courses of study accepted toward an academic degree in Law Enforcement at the Camden County Community College or Glassboro State Teacher's College.

In order to qualify for such compensation said Patrolman must present and file an officially documented transcript of credits and secure the approval thereof by the Director of Public Safety at least Thirty (30) Days prior to December 1st. No compensation shall be paid unless the Patrolman shall have at least a block of five (5) credits, and, thereafter a block of five (5) credits, up to a maximum of eleven (11) blocks or fifty-five (55) credits.

ARTICLE XVII: PAYMENT AT HIGHER RANK

Commencing on January 1, 1976, a Patrolman temporarily assigned and performing the work and duties of an officer of higher rank, including Detective, upon approval of the Director of Public Safety, receive the rate of salary or compensation of that higher rank for such period of time and thereafter for so long as he is continuously assigned and performing such work. Commencing on

January 1, 1976, the period of time to qualify for such higher rate of salary shall be three (3) days.

ARTICLE XXVIII: WAGES AND LONGEVITY

Wages shall be paid in accordance with the Salary Ordinance of the Township of Gloucester prepared in accordance with the attached Schedule "A".

ARTICLE XXIX: OUTSIDE EMPLOYMENT

Employees may engage in outside employment under the regulations and conditions contained in the Township Police Manual dated 1972.

ARTICLE XXX: TERMS AND CONDITIONS

This AGREEMENT shall be in full force and effect from January 1, 1977 through and including the 31st day of December, 1977. If either party wishes to terminate, amend or otherwise modify the terms and conditions set forth herein at the time of expiration, he must notify the other party in writing not less than one hundred twenty (120) days prior to such expiration.

This AGREEMENT shall remain in full force and effect on a day-to-day basis during collective bargaining negotiations between the parties extending beyond the date of expiration set forth herein, unless and until either party serves the other with written notice of termination, by registered mail, in which event the agreement shall terminate five (5) days following receipt of such notice,

Collective negotiations on the terms of a new AGREEMENT shall commence no later than September 1, 1977 and shall be completed before or no later than December 31, 1977.


TOWNSHIP MANAGER


MAYOR


GTMC REPRESENTATIVE

SCHEDULE "A"

I. SALARY SCHEDULE

Salaries for Patrolmen shall be as follows:

A. For the year of 1977:

1st year: \$9,370.00 (after 6 months of service: \$9942.00)

2nd year: \$10,550.00

3rd year: \$11,649.00

4th year: \$12,861.00

5th year: Longevity commences.

Payment for the year 1977 is as follows:

- A. \$975.00 shall be added to each Patrolmen or Detectives respective base salary and shall be paid in the weekly salary, prorated for the year.
- B. Commencing 1-1-78, the \$975.00 shall be added to the base salary for the purposes of longevity and all other contractual fringe benefits, i.e. overtime, sick time payment, holiday pay, etc.
- C. All overtime, longevity, holiday pay, and sick pay, shall be paid on the patrolmens base salary, excluding the \$975.00 raise, or on \$12,861.00, whichever is greater during employment.
- D. Patrolmen who have not attained top patrolmen, shall move to the next step in the scale upon their anniversary date. This is to be included in their base and paid over and above the \$975.00 bonus pay for the 1977 contractual year.

II. LONGEVITY

Longevity pay for extended service shall commence in the year. It shall be determined on the basis of the employee's anniversary date of employment in accordance with the rates hereinafter set forth; and it shall be payable in one lump sum on December 1st, 1977.

Commencing on the anniversary date of employment of the beginning of the year of employment indicated in the first column below until the end of the year of service indicated in the second column below, the employee who shall qualify therefore shall receive a sum equivalent to that percentage figure indicated in the third column below of a base salary for the fourth year of service of 1976, that being the base of \$12,861.00:

A. For the year of 1977:

<u>Column 1</u>		<u>Column 2</u>	<u>Column 3</u>
5th year	through	9th year	5%
10th year	through	14th year	7%
15th year	through	19th year	9%
20th year	-----		11%